

# **MEMORANDUM OF UNDERSTANDING BETWEEN AGENCIES**

## **License Plate Recognition (LPR) Equipped Law Enforcement Agencies**

### **FOR SHARING LPR DETECTION DATA AND HOTLISTS**

#### **I. OVERVIEW**

##### **A. Introduction:**

The purpose of this "Memorandum of Understanding" (MOU) is to outline conditions under which the Agency Parties (San Mateo County Vehicle Theft Task Force and 100th Judicial District Attorney Traffic Enforcement) will share and use "LPR detection data" (scanned plates) and/or "hotlist" information as defined on the last page of this MOU. The Vigilant Solutions' hosted system provides for simple point-and-click data sharing between credentialed Agency Managers with data sharing privileges enabled by their respective agencies.

This MOU provides a basic understanding for the sharing of data between agencies; any additional requirements (liabilities, governing law, etc) should be documented separately in a written agreement between agencies.

##### **B. Background:**

License Plate Recognition (LPR) is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hotlist," and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and agency defined-information.

LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. LPR systems have all the necessary equipment to scan plates, notify the user of a vehicle hit, and upload the LPR detection data into an LPR repository for retention and research.

The Agencies entering into this MOU, realizing the mutual benefits to be gained by sharing information, seek to share LPR detection data and/or hotlist information as defined on the last page of this MOU.

#### **II. AUTHORIZED RELEASE OF INFORMATION**

A. Sharing of Information:

Each Agency Party authorizes access to its LPR detection data and/or hotlist information as defined on the last page of this MOU residing in its Vigilant Solutions account to other Agency Parties as permitted by applicable state law. An Agency Party that does not want certain information made available to any other Agency Party is responsible for ensuring that the information is not made available for data sharing. There is no obligation to share LPR detection data and/or hotlist information with any Agency Parties based solely on this MOU.

B. Limitation on Information Sharing:

LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of the Agency Parties who have an approved login and password ("Authorized Users"), and a need and/or right to know.

### III. INFORMATION OWNERSHIP

A. Ownership:

Each Agency Party retains control of all information in its account. Each Agency Party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

B. Release of Information:

Agency Parties and authorized users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.

C. Unauthorized Requests:

If an Agency Party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Agency Party shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

D. Public Record Requests, Subpoenas and Court Orders:

Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by

that Agency Party shall immediately provide a copy of the Legal Request to the Source Agency, prior to providing a response to the Legal Request.

## IV. USER ACCESS

### A. Login Application Process:

Each Agency Party's Agency Manager is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency Manager. The Agency Manager shall have discretion to deny or revoke individual access for their respective agency.

### B. Login Assignment:

Each Authorized User will be issued a user login and a password by the Agency Manager. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

### C. Termination of Logins:

Each Agency Manager is responsible for timely removal of any login accounts as Authorized Users leave the Agency, no longer qualify for access into the system, or are denied access by the Agency Manager for any other reason.

### D. Intended Use:

Each Authorized User agrees that LPR detection data, hotlist information, and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

### E. Limitations on Use of Logins:

An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

### F. Audit Trail:

Each transaction is to be logged, to include a Case Number, and an audit trail created. Each Agency Manager shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the agency manager to complete the internal audit. Each agency manager shall maintain the audit trail pursuant to the retention policies of that Agency Party. Requests for transaction logs shall be made in writing to the Agency Manager, who shall provide the logs to the requesting party within a reasonable amount of time.

## V. CONFIDENTIALITY OF INFORMATION

### A. Information Confidentiality:

Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations or undercover operations, jeopardizing officer or public safety.

### B. Internal Requests for Information:

An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information, but may refer the requestor to the Source Agency.

### C. Removal or Editing of Records:

Agency Parties shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

## VI. MOU TERMS

### A. Term:

This MOU will commence upon its creation, which occurs on the date that the data share takes place within the Vigilant Solutions hosted platform. It may be terminated at any time when an Agency Manager revokes data sharing access from another agency.

## VII. EXECUTION OF MOU

This MOU is executed by the Parties below, for the below-described data. Each Party acknowledges that it has received a copy of this MOU, and will comply with its terms and

conditions. Each Party certifies that he/she is authorized by its Party to execute this data sharing relationship.

Data Shared Between Parties: San Mateo County Vehicle Theft Task Force DETECTION DATA

Sharing Agency: San Mateo County Vehicle Theft Task Force

Agency Manager Authoring Share: Mike Sarabia

Title: Det

Receiving Agency: 100th Judicial District Attorney Traffic Enforcement

Agency Manager Receiving Share: N/A

Title: N/A

Date of MOU: 09-27-2017